IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.8 OF 2003.

IN

SUMMARY SUIT NO.344 OF 2002

Hasmukh Panchmatia .. Plaintiff

versus

M/s Electrex (India) .. Defendants

Mr.B.Saraf i/b Mr.H.V.Chande for Plaintiff

Mr.Tushar Goradia for Defendant nos. 23 and 24

CORAM : D.G. KARNIK, J

DATED : 10th January 2005.

P.C:-

1. Heard learned counsel for the parties.

2. This Summons for Judgment is pressed against defendant nos 2,3,9 and 11 only. Learned counsel for

the defendants fairly states that all the defences raised by the defendants are similar to the defences raised by them in Summons for Judgment No.342 of 2000 and 962 of 2002 in Suit No.1410 of 2000 and all the said defences have been rejected. He therefore does not press for any of the defences raised in the affidavit in reply.

3. Learned counsel for the parties point out that as per the consent terms dated 1st September, 2003 filed in this court, the defendant no.10 has paid to the plaintiff a sum of Rs.44,00,000/- in full discharge of the liability of the defendant no.10 under and the plaintiff has been granted liberty to proceed with the remaining defendants for recovery of the balance amount after giving credit of Rs.44,00,000/- already paid by the defendant no.10. Out of total sum of Rs.67,70,400/- claimed in the suit, the plaintiff has already received Rs.44,00,000/- and balance of Rs.23,70,400/- is due. The answering defendants have not raised any arguable defence regarding the liability to pay the said balance amount of Rs.23,70,400/-. They can be granted only conditional leave to defend the suit subject to deposit of the said sum in court. Accordingly, defendant nos.2,3,9

and 11 are granted conditional leave to defend the suit subject to their depositing in the court a sum of Rs.23,70,400/- within a period of 8 weeks. On such deposit being made, the suit shall stand transferred to the list of commercial causes. On failure to deposit the plaintiff would have liberty to apply.

D.G.KARNIK, J